

# **EXHIBIT A**

Law Offices of Jocelyn V. Henderson  
200 Jefferson Avenue, Suite 1500  
Memphis, Tennessee 38103

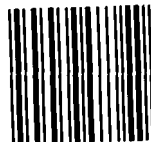


**CERTIFIED MAIL®**



7017 2680 0000 9044 9058

U.S. POSTAGE PAID  
FROM LETTER  
MEMPHIS, TN  
38104  
MAR 15, 21  
AMOUNT  
**\$7.00**  
R23035100825-11



37919

1000



Accordia Life and Annuity Company  
c/o CT Corporation System  
300 Montvue Road  
Knoxville, TN 37919



Tennessee &amp; Mississippi

*Jocelyn V. Henderson*Attorney at Law

200 Jefferson Avenue, Suite 1500 \* Memphis, TN 38103

March 5, 2021

Accordia Life and Annuity Company  
c/o CT Corporation System  
300 Montvue Road  
Knoxville, TN 37919

RE: Gennie Hill v. Accordia Life and Annuity Company

To Whom It May Concern:

Please find enclosed a summons requiring you to defend a civil action. You have thirty (30) days to file your answer with the Clerk of Court and serve a copy of your complaint to me. Please contact my office at (901) 522-0119 if you have any questions or concerns.

Very Truly Yours,

*Jocelyn V. Henderson*

Jocelyn V. Henderson/bnj

(CIRCUIT/CHANCERY) COURT OF TENNESSEE  
 140 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103  
 FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

## SUMMONS IN CIVIL ACTION

Docket No. CT-0765-21
☒ Lawsuit  
☐ Divorce

Ad Damnum \$ \_\_\_\_\_

Gennie Hill

Accordia Life and Annuity Company

VS

Plaintiff(s)

Defendant(s)

TO: (Name and Address of Defendant (One defendant per summons))

Accordia Life and Annuity Company  
 c/o CT Corporation System  
 300 Montvue Road  
 Knoxville, TN 37919

Method of Service:

- ☒ Certified Mail  
☐ Shelby County Sheriff  
☐ Commissioner of Insurance (\$)  
☐ Secretary of State (\$)  
☐ Other TN County Sheriff (\$)  
☐ Private Process Server  
☐ Other

(\$ Attach Required Fees

You are hereby summoned and required to defend a civil action by filing your answer with the Clerk of the Court and

serving a copy of your answer to the Complaint on **Jocelyn V. Henderson**

Plaintiff's

attorney, whose address is **200 Jefferson Avenue, Suite 200, Memphis, TN 38103**telephone **(901)522-0119**

within THIRTY (30) DAYS after this summons has been served upon you, not including the day of service. If you fail to do so, a judgment by default may be taken against you for the relief demanded in the Complaint.

TEMIKA D. GIPSON, Clerk / W. AARON HALL, Clerk and Master

TESTED AND ISSUED 2/26/2021By [Signature], D.C.

TO THE DEFENDANT:

NOTICE: Pursuant to Chapter 919 of the Public Acts of 1980, you are hereby given the following notice:

Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed. These include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

FOR AMERICANS WITH DISABILITIES ACT (ADA) ASSISTANCE ONLY, CALL (901) 222-2341

I, TEMIKA D. GIPSON / W. AARON HALL, Clerk of the Court, Shelby County, Tennessee, certify this to be a true and accurate copy as filed this

2/26 2021

TEMIKA D. GIPSON, Clerk / W. AARON HALL, Clerk and Master

By: [Signature], D.C.

RETURN OF SERVICE OF SUMMONSI HEREBY CERTIFY THAT I HAVE SERVED THE WITHIN SUMMONS:

By delivering on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ M. a copy of the summons  
and a copy of the Complaint to the following Defendant \_\_\_\_\_  
at \_\_\_\_\_

\_\_\_\_\_  
Signature of person accepting serviceBy: \_\_\_\_\_  
Sheriff or other authorized person to serve processRETURN OF NON-SERVICE OF SUMMONSI HEREBY CERTIFY THAT I HAVE NOT SERVED THE WITHIN SUMMONS:

To the named Defendant \_\_\_\_\_  
because \_\_\_\_\_ is (are) not to be found in this County after diligent search and inquiry for the following  
reason(s): \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Sheriff or other authorized person to serve process

IN THE CIRCUIT COURT OF SHELBY COUNTY, TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

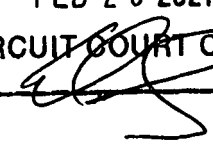
GENNIE HILL,

Plaintiff,

v.

ACCORDIA LIFE AND ANNUITY COMPANY,

Defendant.

FILED  
FEB 26 2021  
CIRCUIT COURT CLERK  
BY  D.C.

No.: CT-0765-21  
Div VII

COMPLAINT FOR WRONGFUL REPUDIATION OF INSURANCE POLICY

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT OF SHELBY  
COUNTY, TENNESSEE:

Plaintiff, Gennie Hill, for its cause of action against Defendant, Accordia Life and Annuity Company (hereinafter "Accordia"), respectfully shows and states to the Court as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff, Gennie Hill, is an individual residing in Shelby County, Tennessee with a residence at 487 Dreger, Memphis, Tennessee 38109.
2. Accordia Life and Annuity Company, a subsidiary of Global Atlantic Insurance Network LLC, is an Iowa Corporation with its office located at 215 10<sup>th</sup> Street, Suite 1100, Des Moines, Iowa 50309, who may be served with process through CT Corporation System at 300 Montvue Road, Knoxville, TN 37919.
3. The insurance policy and the contract establishing this policy were initiated in Shelby County, Tennessee.
4. Venue is properly situated in Shelby County, Tennessee, pursuant to T.C.A. § 20-4-101.
5. This Court has jurisdiction pursuant to T.C.A. § 16-10-101.

II. FACTS

6. On or about January 15, 2001, the Plaintiff purchased a life insurance policy through Athene Annuity and Life Company, with a policy number of AB00448400. This policy consisted of an initial base policy of Fifty Thousand Dollars (\$50,000.00) and a primary insured rider of

Fifty Thousand Dollars (\$50,000.00). The terms of this contract stated that the Plan Premium would be One Hundred Fifteen Dollars and Four Cents(\$115.04) per month to maintain the initial policy and the policy rider.

7. On or around May 1, 2014, the life insurance policy of the Plaintiff was acquired by the Defendant.

8. The Plaintiff has since the establishment of this policy consistently paid the monthly premium of \$115.04 and honored her part of the contract initiated with Athene Annuity and Life Company but then conferred to the Defendant on or around May 2014.

9. On June 15, 2020, the Plaintiff received a letter from the Defendant stating that her life insurance policy was at risk unless a payment of \$967.84 was paid on September 13, 2020.

10. As of September 11, 2020, the cumulative premium paid on this policy by the Plaintiff is \$27,034.40.

### **III. CAUSES OF ACTION**

#### **A. COUNT ONE- WRONGFUL REPUDIATION OF INSURANCE POLICY**

The Plaintiff reaffirms and realleges each and every allegation set forth in Paragraphs 1 through 10 of this Complaint.

11. The business practices of the Defendant constitute unfair business practices as defined by T.C.A. §56-8-104 which states the following:

The following practices are defined as unfair trade practices in the business of insurance by person:

(1) Misrepresentations and False Advertising of Insurance Policies. Making, issuing, circulating, or causing to be made, issued or circulated, any estimate, illustration, circular or statement, sales presentation, omission or comparison that:

(F) is a misrepresentation, including any intentional misquote of premium rate, for the purpose of inducing or tending to induce the purchase, lapse, forfeiture, exchange, conversion or surrender of any policy.

12. As a result of the letter that the Plaintiff received on June 15, 2020, she is of the knowledge and belief that the Defendant is attempting to change the terms of the insurance policy without her consent.

13. The Plaintiff brings this action to maintain the life insurance policy that she initiated on January 15, 2001 based upon the initial agreement with Athene Annuity and Life Company, an agreement that was conferred to the Defendant when they obtained the policy on or around May 2014.

### **B. COUNT TWO-BREACH OF CONTRACT**

The Plaintiff reaffirms and realleges each and every allegation set forth in Paragraphs 1 through 13 of this Complaint.

14. On or about January 15, 2001, Gennie Hill entered into an agreement with Athene Annuity and Life Company. When Accordia obtained the policy from Athene, they were transferred the contract to provide a \$50,000.00 life insurance policy as well as the \$50,000.00 policy rider at the monthly premium payment amount of \$115.04.

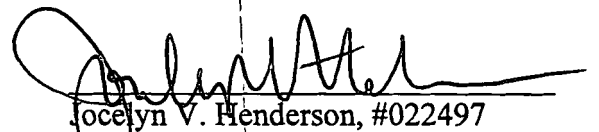
15. Since the inception of the agreement, the Plaintiff properly performed its obligation pursuant to the agreement by paying \$115.04 each month, but Accordia has breached its obligation under the contract by changing the terms of the policy.

16. Gennie Hill brings this action to recover the base insurance policy and the insurance rider that she has been paying toward for over nineteen years, plus all costs and expenses she has incurred as a result of Accordia's wrongful breach of contract, including but not limited to recording fees and attorney fees.

WHEREFORE, PREMISES CONSIDERED, Gennie Hill respectfully prays:

1. That proper process be issued and served upon the Defendant and that the Defendants be required to answer this Complaint within 30 days;
2. That the Petitioner be awarded attorney fees and court costs;
3. This Court grant such other relief as is proper under the circumstances.

Respectfully submitted,



Jocelyn V. Henderson, #022497

Attorney for Plaintiff

200 Jefferson Avenue, Suite 1500

Memphis, Tennessee 38103

(901) 522-0119

jvhlaw@me.com



**STATE OF TENNESSEE**

**ss**

**COUNTY OF SHELBY**

I, Gennie Hill, being duly sworn, state that the facts in the foregoing, Petition to Quiet Title, are true and correct to the best of his knowledge and belief, and that the Petition is not made out of levity or by collusion with the Defendants, but in truth and sincerity for the causes mentioned in the Petition.

Gennie Hill  
Gennie Hill

Sworn to and subscribed before me this 5<sup>th</sup> day of November, 2020.

My Commission Expires  
February 28, 2023

Lisa D. Reginaldi  
Notary Public

My Commission Expires: 1

